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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA-WESTERN DIVISION

GUILLERMO ROBLES, an
individual,

Plaintiff,

V.

DESTINATION XL GROUP, INC.,
a Delaware corporation; and DOES
1-10, inclusive,

Defendants.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF:**

- 1. VIOLATIONS OF THE
AMERICANS WITH DISABILITIES
ACT OF 1990, 42 U.S.C. §12181 *et
seq.* [DESTINATIONXL.COM]**
- 2. VIOLATIONS OF THE UNRUH
CIVIL RIGHTS ACT, CALIFORNIA
CIVIL CODE § 51 *et seq.*
[DESTINATIONXL.COM]**

1 Plaintiff, GUILLERMO ROBLES (“Plaintiff”), alleges the following upon
 2 information and belief based upon personal knowledge:

3 **INTRODUCTION**

4 1. Plaintiff is a blind person who requires screen-reading software to read
 5 website content using his computer. Plaintiff uses the terms “blind” or “visually-
 6 impaired” to refer to all people with visual impairments who meet the legal
 7 definition of blindness in that they have a visual acuity with correction of less than
 8 or equal to 20 x 200. Some blind people who meet this definition have limited
 9 vision. Others have no vision.

10 2. Plaintiff brings this civil rights action against Defendant
 11 DESTINATINON XL GROUP, INC. for its failure to design, construct, maintain,
 12 and operate its website to be fully and equally accessible to and independently
 13 usable by Plaintiff and other blind or visually-impaired people. Defendant’s denial
 14 of full and equal access to its website, and therefore denial of its products and
 15 services offered thereby and in conjunction with its physical locations, is a violation
 16 of Plaintiff’s rights under the Americans with Disabilities Act (“ADA”) and
 17 California’s Unruh Civil Rights Act (“UCRA”).

18 3. Because Defendant’s website, DestinationXL.com (the “Website” or
 19 “Defendant’s website”), is not fully or equally accessible to blind and visually-
 20 impaired consumers in violation of the ADA, Plaintiff seeks a permanent injunction
 21 to cause a change in Defendant’s corporate policies, practices, and procedures so
 22 that Defendant’s website will become and remain accessible to blind and visually-
 23 impaired consumers.

24 **JURISDICTION AND VENUE**

25 4. This Court has subject-matter jurisdiction over this action pursuant to
 26 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff’s claims arise under Title III of
 27 the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1332.

28 5. This court has supplemental jurisdiction over Plaintiff’s non-federal

claims pursuant to 28 U.S.C. § 1367, because Plaintiff's UCRA claims are so related to Plaintiff's federal ADA claims, they form part of the same case or controversy under Article III of the United States Constitution.

6. This Court has personal jurisdiction over Defendant because it conducts and continues to conduct a substantial and significant amount of business in the State of California, County of Los Angeles, and because Defendant's offending website is available across California.

7. Venue is proper in the Central District of California pursuant to 28 U.S.C. §1391 because Plaintiff resides in this District, Defendant conducts and continues to conduct a substantial and significant amount of business in this District, Defendant is subject to personal jurisdiction in this District, and a substantial portion of the conduct complained of herein occurred in this District.

PARTIES

8. Plaintiff, at all times relevant and as alleged herein, is a resident of California, County of Los Angeles. Plaintiff is a blind, visually-impaired handicapped person, and a member of a protected class of individuals under the ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth at 28 CFR §§ 36.101 *et seq.*

9. Plaintiff is informed and believes, and thereon alleges Defendant DESTINATION XL STORES, INC. is a corporation, incorporated in Delaware and has its principal place of business in Canton, Massachusetts. Defendant is registered to do business in the State of California and has been doing business in the State of California, including the Central District of California. Defendant operates Destination XL stores across the United States that specialize in the retail of men's big and tall apparel. Several of these stores are located in the Central District of California. These stores constitute places of public accommodation. Defendant's stores provide to the public important goods and services. Defendant's website provides consumers with access to an array of goods and services including store

1 locators, information about clothing and apparel available for purchase online and in
2 retail stores, special pricing offers, and other goods and services.

3 10. The true names and capacities of the Defendants sued herein as DOES
4 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such
5 Defendants by fictitious names. Each of the Defendants designated herein as a DOE
6 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of
7 Court to amend this Complaint to reflect the true names and capacities of the DOE
8 Defendants when such identities become known.

9 11. At all relevant times as alleged herein, each and every Defendant was
10 acting as an agent and/or employee of each of the other Defendants and was acting
11 within the course and/or scope of said agency and/or employment with the full
12 knowledge and consent of each of the Defendants. Each of the acts and/or omissions
13 complained of herein were alleged and made known to, and ratified by, each of the
14 other Defendants (DESTINATION XL STORES, INC. and DOE Defendants will
15 collectively be referred to hereafter as “Defendant” or “Destination XL”)

16 12. Defendant’s stores are public accommodations within the definition of
17 Title III of the ADA, 42 U.S.C. § 12181(7). DestinationXL.com is a service,
18 privilege, or advantage of Destination XL’s stores.

19 13. Defendant is subject to personal jurisdiction in this District. Defendant
20 has been and is committing the acts or omissions alleged herein in the Central
21 District of California that caused injury, and violated rights prescribed by the ADA
22 and UCRA, to Plaintiff and to other blind and other visually impaired-consumers. A
23 substantial part of the acts and omissions giving rise to Plaintiff’s claims occurred in
24 the Central District of California. Specifically, on several separate occasions,
25 Plaintiff has been denied the full use and enjoyment of the facilities, goods, and
26 services of Defendant’s website in Los Angeles County. The access barriers Plaintiff
27 encountered on Defendant’s website have caused a denial of Plaintiff’s full and
28 equal access multiple times in the past, and now deter Plaintiff on a regular basis

1 from accessing Defendant's website. Similarly, the access barriers Plaintiff
2 encountered on Defendant's website have impeded Plaintiff's full and equal
3 enjoyment of goods and services offered at Defendant's brick-and mortar stores.

4 **THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

5 14. The Internet has become a significant source of information, a portal,
6 and a tool for conducting business, doing everyday activities such as shopping,
7 learning, banking, researching, as well as many other activities for sighted, blind and
8 visually-impaired persons alike.

9 15. In today's tech-savvy world, blind and visually-impaired people have
10 the ability to access websites using keyboards in conjunction with screen access
11 software that vocalizes the visual information found on a computer screen or
12 displays the content on a refreshable Braille display. This technology is known as
13 screen-reading software. Screen-reading software is currently the only method a
14 blind or visually-impaired person may independently access the internet. Unless
15 websites are designed to be read by screen-reading software, blind and visually-
16 impaired persons are unable to fully access websites, and the information, products,
17 and services contained thereon.

18 16. Blind and visually-impaired users of Windows operating system-
19 enabled computers and devices have several screen reading software programs
20 available to them. Some of these programs are available for purchase and other
21 programs are available without the user having to purchase the program separately.
22 Job Access With Speech, otherwise known as "JAWS," is currently the most
23 popular, separately purchased and downloaded screen-reading software program
24 available for a Windows computer.

25 17. For screen-reading software to function, the information on a website
26 must be capable of being rendered into text. If the website content is not capable of
27 being rendered into text, the blind or visually-impaired user is unable to access the
28 same content available to sighted users.

1 18. The international website standards organization, the World Wide Web
2 Consortium, known throughout the world as W3C, has published Success Criteria
3 for version 2.0 of the Web Content Accessibility Guidelines ("WCAG 2.0"
4 hereinafter). WCAG 2.0 are well-established guidelines for making websites
5 accessible to blind and visually-impaired people. These guidelines are adopted,
6 implemented and followed by most large business entities who want to ensure their
7 websites are accessible to users of screen-reading software programs. Though
8 WCAG 2.0 has not been formally adopted as the standard for making websites
9 accessible, it is one of, if not the most, valuable resource for companies to operate,
10 maintain, and provide a website that is accessible under the ADA to the public.

11 19. Inaccessible or otherwise non-compliant websites pose significant
12 access barriers to blind and visually-impaired persons. Common barriers
13 encountered by blind and visually impaired persons include, but are not limited to,
14 the following:

- 15 a. A text equivalent for every non-text element is not provided;
- 16 b. Title frames with text are not provided for identification and
17 navigation;
- 18 c. Equivalent text is not provided when using scripts;
- 19 d. Forms with the same information and functionality as for sighted
20 persons are not provided;
- 21 e. Information about the meaning and structure of content is not
22 conveyed by more than the visual presentation of content;
- 23 f. Text cannot be resized without assistive technology up to 200 percent
24 without loss of content or functionality;
- 25 g. If the content enforces a time limit, the user is not able to extend,
26 adjust or disable it;
- 27 h. Web pages do not have titles that describe the topic or purpose;
- 28 i. The purpose of each link cannot be determined from the link text

1 alone or from the link text and its programmatically determined link
2 context;

3 j. One or more keyboard operable user interface lacks a mode of
4 operation where the keyboard focus indicator is discernible;
5 k. The default human language of each web page cannot be
6 programmatically determined;
7 l. When a component receives focus, it may initiate a change in context;
8 m. Changing the setting of a user interface component may automatically
9 cause a change of context where the user has not been advised before
10 using the component;
11 n. Labels or instructions are not provided when content requires user
12 input;
13 o. In content which is implemented by using markup languages,
14 elements do not have complete start and end tags, elements are not
15 nested according to their specifications, elements may contain
16 duplicate attributes and/or any IDs are not unique;
17 p. Inaccessible Portable Document Format (PDFs); and,
18 q. The name and role of all User Interface elements cannot be
19 programmatically determined; items that can be set by the user cannot
20 be programmatically set; and/or notification of changes to these items
21 is not available to user agents, including assistive technology.

22 **FACTUAL BACKGROUND**

23 20. Defendant offers the commercial website, DestinationXL.com, to the
24 public. The website offers features which should allow all consumers to access the
25 goods and services which Defendant offers in connection with its physical locations.
26 The goods and services offered by Defendant include, but are not limited to the
27 following, which allow consumers to: find information about store locations,
28 clothes, apparel, and other products available online and in retail stores, to purchase

1 said goods from the website, access special offers, and access to various other goods
2 and services that are also available for purchase at Defendant's retail store locations.

3 21. Based on information and belief, it is Defendant's policy and practice to
4 deny Plaintiff, along with other blind or visually-impaired users, access to
5 Defendant's website, and to therefore specifically deny the goods and services that
6 are offered and integrated with Defendant's stores. Due to Defendant's failure and
7 refusal to remove access barriers on its website, Plaintiff and other visually-impaired
8 persons have been and are still being denied equal and full access to Destination XL
9 stores and the numerous goods, services, and benefits offered to the public through
10 DestinationXL.com.

11 **Defendant's Barriers on DestinationXL.com Deny Plaintiff Access**

12 22. Plaintiff is a visually-impaired and legally blind person, who cannot use
13 a computer without the assistance of screen-reading software. However, Plaintiff is
14 a proficient user of the JAWS screen-reader and uses it to access the internet.
15 Plaintiff has visited DestinationXL.com on several separate occasions using the
16 JAWS screen-reader.

17 23. During Plaintiff's numerous visits to Defendant's website, Plaintiff
18 encountered multiple access barriers which denied Plaintiff full and equal access to
19 the facilities, goods and services offered to the public and made available to the
20 public on Defendant's website. Due to the widespread access barriers Plaintiff
21 encountered on Defendant's website, Plaintiff has been deterred, on a regular basis,
22 from accessing Defendant's website. Similarly, the access barriers Plaintiff
23 encountered on Defendant's website have deterred Plaintiff from visiting
24 Defendant's brick-and-mortar stores.

25 24. While attempting to navigate DestinationXL.com, Plaintiff encountered
26 multiple accessibility barriers for blind or visually-impaired people that include, but
27 are not limited to, the following:

28 a. Lack of Alternative Text ("alt-text"), or a text equivalent. Alt-text is

1 invisible code embedded beneath a graphic or image on a website that
2 is read to a user by a screen-reader. For graphics or images to be fully
3 accessible for screen-reader users, it requires that alt-text be coded
4 with each graphic or image so that screen-reading software can speak
5 the alt-text to describe the graphic or image where a sighted user
6 would just see the graphic or image. Alt-text does not change the
7 visual presentation, but instead a text box shows when the cursor
8 hovers over the graphic or image. The lack of alt-text on graphics and
9 images prevents screen-readers from accurately vocalizing a
10 description of the image or graphic. As a result, blind and visually-
11 impaired Destination XL customers are unable to determine what is
12 on the website, browse for clothes, apparel, and other products, look
13 for store locations, check out Defendant's sales or discounts, or make
14 any purchases;

15 b. *Empty Links That Contain No Text* causing the function or purpose of
16 the link to not be presented to the user. This can introduce confusion
17 for keyboard and screen-reader users;

18 c. *Redundant Links* where adjacent links go to the same URL address
19 which results in additional navigation and repetition for keyboard and
20 screen-reader users; and

21 d. *Linked Images Missing Alt-text*, which causes problems if an image
22 within a link does not contain any descriptive text and that image does
23 not have alt-text. A screen reader then has no content to present the
24 user as to the function of the link, including information or links for
25 and contained in PDFs.

26 25. Recently in 2017, Plaintiff attempted to do business with Destination
27 XL on DestinationXL.com and Plaintiff encountered barriers to access on
28 Defendant's website.

26. Despite past and recent attempts to do business with Destination XL on its website, the numerous access barriers contained on the website and encountered by Plaintiff, have denied Plaintiff full and equal access to Defendant's website. Plaintiff, as a result of the barriers on the Destination XL website, continues to be deterred on a regular basis from accessing Defendant's website. Likewise, based on the numerous access barriers Plaintiff has been deterred and impeded from the full and equal enjoyment of goods and services offered in Defendant's stores and from making purchases at such physical locations.

Defendant Must Remove Barriers To Its Website

27. Due to the inaccessibility of DestinationXL.com, blind and visually-impaired customers such as Plaintiff, who need screen-readers, cannot fully and equally use or enjoy the facilities, goods, and services Destination XL offers to the public on its website. The access barriers Plaintiff encountered on Defendant's website have caused a denial of Plaintiff's full and equal access multiple times in the past, and now deter Plaintiff on a regular basis from accessing Defendant's website. In addition, the access barriers Plaintiff encountered on Defendant's website have deterred Plaintiff from visiting Destination XL store locations to make any purchases.

28. If DestinationXL.com was equally and fully accessible to all, Plaintiff could independently navigate the website and complete a desired transaction as sighted individuals do.

29. Through his many attempts to use Defendant's website, Plaintiff has actual knowledge of the access barriers that make these services inaccessible and independently unusable by blind and visually-impaired people.

30. Because providing an accessible website, using the success criteria provided for by the WCAG 2.0 Guidelines as a reference source, would provide Plaintiff and other visually-impaired consumers with greater and more equal access to DestinationXL.com, Plaintiff alleges that Destination XL has engaged in acts of

1 intentional discrimination, including but not limited to the following policies or
2 practices:

- 3 a. Construction and maintenance of a website that is inaccessible to
4 blind and visually-impaired individuals, including Plaintiff;
- 5 b. Failure to construct and maintain a website that is sufficiently intuitive
6 so as to be fully and equally accessible to blind and visually-impaired
7 individuals, including Plaintiff; and,
- 8 c. Failure to take actions to correct these access barriers in the face of
9 substantial harm and discrimination to blind and visually-impaired
10 consumers, such as Plaintiff, a member of a protected class.

11 31. Destination XL therefore uses standards, criteria or methods of
12 administration that have the effect of discriminating or perpetuating the
13 discrimination of others, as alleged herein.

14 32. The ADA expressly contemplates the type of injunctive relief that
15 Plaintiff seeks in this action. In relevant part, the ADA requires:

16 “In the case of violations of . . . this title, injunctive relief shall include an
17 order to alter facilities to make such facilities readily accessible to and usable
18 by individuals with disabilities....Where appropriate, injunctive relief shall
19 also include requiring the . . . modification of a policy. . .”

20 (42 U.S.C. § 12188(a)(2).)

21 33. Because Defendant’s website has never been fully and equally
22 accessible, and because Defendant lacks a corporate policy that is reasonably
23 calculated to cause its website to become and remain accessible, Plaintiff invokes the
24 provisions of 42 U.S.C. § 12188(a)(2), and seeks a permanent injunction requiring
25 Defendant to retain a qualified consultant acceptable to Plaintiff (“Agreed Upon
26 Consultant”) to assist Defendant in making the website accessible, using the WCAG
27 2.0 guidelines as an instructive resource for guidance. Plaintiff seeks that this
28 permanent injunction require Defendant to cooperate with the Agreed Upon

1 Consultant to:

2 a. Train Defendant's employees and agents who develop the
3 DestinationXL.com website on accessibility, using the WCAG
4 2.0 guidelines as a valuable and significant resource for examples
5 of ways in which Defendant can achieve and maintain
6 accessibility;

7 b. Regularly check the accessibility of Defendant's website using
8 the WCAG 2.0 guidelines as an instructive resource for ensuring
9 content contained on the website is fully and equally accessible
10 to all users;

11 c. Regularly test end-user accessibility by blind or vision-impaired
12 persons to ensure that Defendant's website is accessible by
13 screen-reading software; and,

14 d. Develop an accessibility policy that is clearly disclosed on its
15 websites, with contact information for users to report
16 accessibility-related problems which will then be investigated by
17 Defendant and addressed within a reasonable timeframe.

18 34. If DestinationXL.com was accessible, Plaintiff and similarly situated
19 blind and visually-impaired people could independently locate Destination XL store
20 locations and shop for and otherwise research related products and services available
21 via Defendant's website.

22 35. Although Defendant may currently have centralized policies regarding
23 the maintenance and operation of its website, Defendant lacks a plan and policy
24 reasonably calculated to make its websites fully and equally accessible to, and
25 independently usable by, blind and other visually-impaired consumers.

26 36. Without injunctive relief, Plaintiff and other visually-impaired
27 consumers will continue to be unable to independently use the Defendant's website
28 in violation of their rights.

FIRST CAUSE OF ACTION

VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990,

42 U.S.C. § 12181 et seq. [DESTINATIONXL.COM]

37. Plaintiff re-alleges and incorporates by reference all paragraphs alleged above and each and every other paragraph in this Complaint necessary or helpful to state this cause of action as though fully set forth herein.

38. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 *et seq.*, provides:

“No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.”

(42 U.S.C. § 12182(a).)

39. Destination XL stores are public accommodations within the definition of Title III of the ADA, 42 U.S.C. § 12181(7). DestinationXL.com is a service, privilege, or advantage of Destination XL stores. DestinationXL.com is a service that is integrated with these locations.

40. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny individuals with disabilities the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of an entity. (42 U.S.C. § 12182(b)(1)(A)(i).)

41. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny individuals with disabilities an opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodation, which is equal to the opportunities afforded to other individuals. (42 U.S.C. § 12182(b)(1)(A)(ii).)

42. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes, among other things:

“[A] failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages or accommodations; and a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden.”

(42 U.S.C. § 12182(b)(2)(A)(ii)-(iii).)

43. The acts alleged herein constitute violations of Title III of the ADA, and the regulations promulgated thereunder. Plaintiff, who is a member of a protected class of persons under the ADA, has a physical disability that substantially limits the major life activity of sight within the meaning of 42 U.S.C. §§ 12102(1)(A)-(2)(A). Furthermore, Plaintiff has been denied full and equal access to DestinationXL.com, has not been provided services which are provided to other patrons who are not disabled, and has been provided services that are inferior to the services provided to non-disabled persons. Defendant has failed to take any prompt and equitable steps to remedy its discriminatory conduct. These violations are ongoing.

44. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights set forth and incorporated therein, Plaintiff, requests relief as set forth below.

SECOND CAUSE OF ACTION

**VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL
CODE § 51 *et seq.* [DESTINATIONXL.COM]**

45. Plaintiff re-alleges and incorporates by reference all paragraphs alleged above and each and every other paragraph in this Complaint necessary or helpful to state this cause of action as though fully set forth herein.

1 46. California Civil Code § 51 *et seq.* guarantees equal access for people
2 with disabilities to the accommodations, advantages, facilities, privileges, and
3 services of all business establishments of any kind whatsoever. Defendant is
4 systematically violating the UCRA, Civil Code § 51 *et seq.*

5 47. Defendant's stores are "business establishments" within the meaning of
6 the Civil Code § 51 *et seq.* Defendant generates millions of dollars in revenue from
7 the sale of goods through its DestinationXL.com website. Defendant's website is a
8 service provided by Defendant that is inaccessible to patrons who are blind or
9 visually-impaired like Plaintiff. This inaccessibility denies blind and visually-
10 impaired patrons full and equal access to the facilities, goods, and services that
11 Defendant makes available to the non-disabled public. Defendant is violating the
12 UCRA, Civil Code § 51 *et seq.*, by denying visually-impaired customers the goods
13 and services provided on its website. These violations are ongoing.

14 48. Defendant's actions constitute intentional discrimination against
15 Plaintiff on the basis of a disability, in violation of the UCRA, Civil Code § 51 *et*
16 *seq.*, because Defendant has constructed a website that is inaccessible to Plaintiff,
17 Defendant maintains the website in an inaccessible form, and Defendant has failed to
18 take actions to correct these barriers.

19 49. Defendant is also violating the UCRA, Civil Code § 51 *et seq.* because
20 the conduct alleged herein violates various provisions of the ADA, 42 U.S.C. §
21 12101 *et seq.*, as set forth above. Section 51(f) of the Civil Code provides that a
22 violation of the right of any individual under the ADA also constitutes a violation of
23 the UCRA.

24 50. The actions of Defendant violate UCRA, Civil Code § 51 *et seq.*, and
25 Plaintiff is therefore entitled to injunctive relief remedying the discrimination.

26 51. Plaintiff is entitled to statutory minimum damages pursuant to Civil
27 Code § 52 for each and every offense.

28 52. Plaintiff is also entitled to reasonable attorneys' fees and costs.

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. A Declaratory Judgment that, at the commencement of this action, Defendant was in violation of the specific requirements of Title III of the ADA 42 U.S.C. § 12181 *et seq.*, and the relevant implementing regulations of the ADA, for Defendant's failure to take action that was reasonably calculated to ensure that its websites are fully accessible to, and independently usable by, blind and visually-impaired individuals;

2. A preliminary and permanent injunction enjoining Defendant from further violations of the ADA, 42 U.S.C. § 12181 *et seq.*, and/or the UCRA, Civil Code § 51 *et seq.* with respect to its website, DestinationXL.com;

3. A preliminary and permanent injunction requiring Defendant to take the steps necessary to make DestinationXL.com readily accessible to and usable by blind and visually-impaired individuals;

4. An award of statutory minimum damages of \$4,000 per violation pursuant to § 52(a) of the California Civil Code;

5. For attorneys' fees and expenses pursuant to all applicable laws including, without limitation, pursuant to 42 U.S.C. § 12188(a)(1), and California Civil Code § 52(a);

6. For pre-judgment interest to the extent permitted by law;

7. For costs of suit; and

8. For such other and further relief as this Court deems just and proper.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby respectfully requests a trial by jury on all appropriate issues
3 raised in this Complaint.

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5 Dated: February 13, 2017 **MANNING LAW, APC**

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7 By: /s/ Joseph R. Manning Jr., Esq.

8 Joseph R. Manning Jr., Esq.

9 Michael J. Manning, Esq.

10 Caitlin J. Scott, Esq.

11 Tristan P. Jankowski, Esq.

12 Attorneys for Plaintiff